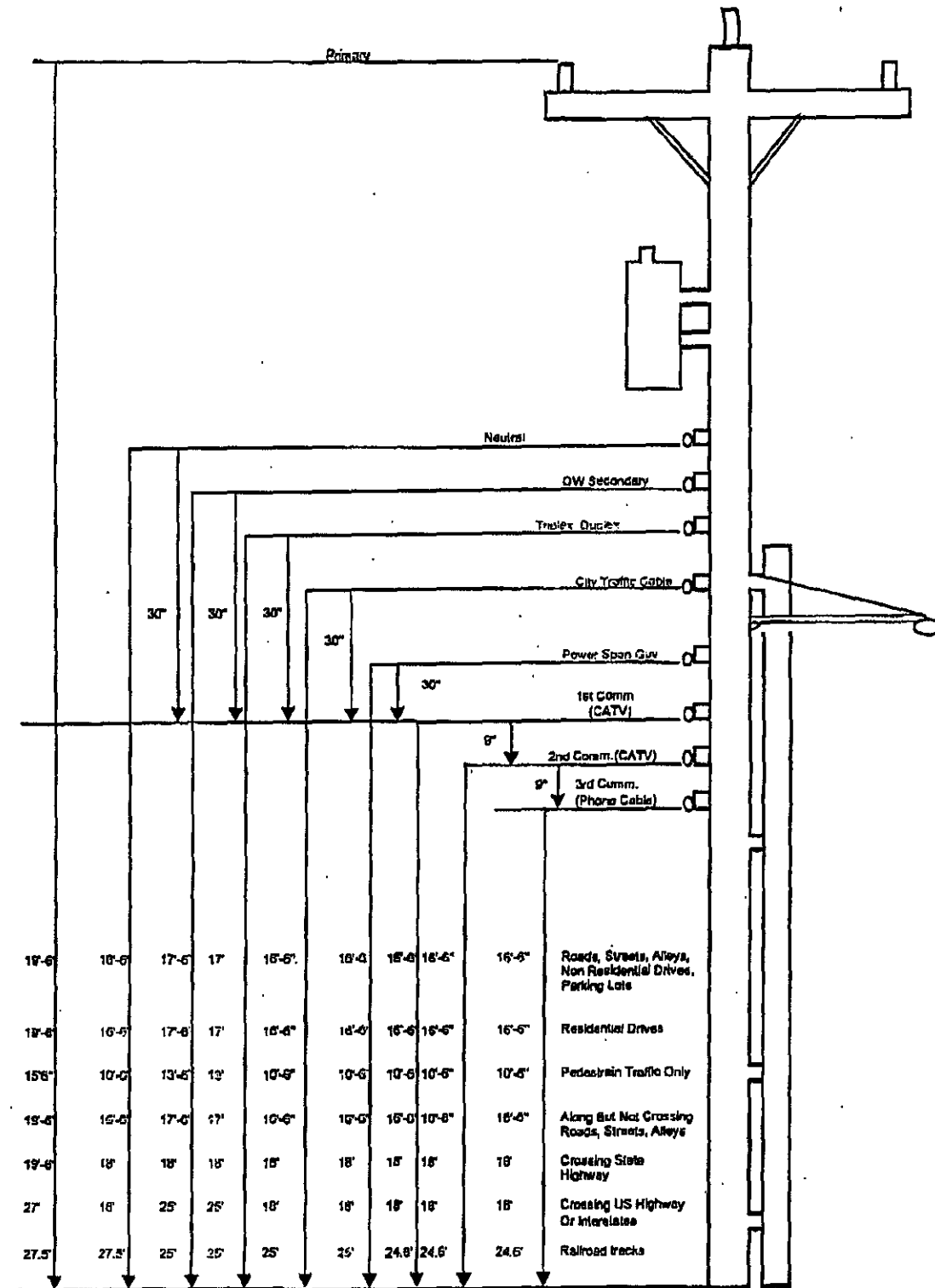


Midspan Clearances



232B1

PART 2 SAFETY RULES FOR OVERHEAD LINES

232B1

Table 232A

Vertical Clearance of Wires, Conductors, and Cables Above Ground, Roadway, Rail or Water Surfaces²⁵

(Voltages are phase to ground for effectively grounded circuits and phase-to-phase for ungrounded circuits where all ground faults are cleared by promptly de-energizing the faulted section, both initially and following subsequent breaker operations. See the definitions section for voltages of other systems. See Rules 232B1, 232C1a, and 232D-6.)

Nature of surface underneath wires, conductors, or cables	Insulated communication conductors and cables; messengers; air-insulation wires; grounded guys and ungrounded guys exposed to 0 to 300 V 11,12; neutral conductors meeting Rule 230E1; supply cables meeting Rule 230C1 (M)	Noninsulated communication conductors; supply cables of 0 to 750 V meeting Rules 230C2 or 230C3 (M)	Supply cables over 750 V meeting Rules 230C2 or 230C3; open supply conductors, 0 to 750 V; ungrounded guys exposed to over 300 V ¹⁴ to 750 V ¹⁴ (M)	Open supply conductors, over 750 V ¹⁴ to 22 kV; ungrounded guys exposed to 750 V to 22 kV ¹⁴ (M)	Trolley and electrified railroad contact conductors and associated spans or messenger wires	
					0 to 750 V to ground (M)	Over 750 V to 22 kV to ground (M)
Where wires, conductors, or cables cross over or overhang						
1. Track rails of railroads (except electrified railroads using overhead trolley conductors) ¹⁵	23.5	24.5	24.5	26.5	22.0 ⁴	22.0 ⁴
2. Roads, streets, and other areas subject to truck traffic ¹⁶	15.5	16.0	16.5	18.5	18.0 ⁵	20.0 ⁵
3. Driveways, parking lots, and alleys	15.5 ¹⁷	16.0 ¹⁷	16.5 ¹⁷	18.5	18.0 ⁵	20.0 ⁵
4. Other land traversed by vehicles, such as cultivated ground, forests, orchards, etc. ²¹	15.5	16.0	16.5	18.5	—	—
5. Spaces and ways subject to pedestrian or restricted traffic only ¹⁸	9.5	10.5	12.5 ¹⁹	14.5	16.0	18.0
6. Water areas not suitable for sailboating or where sailboating is prohibited ²⁰	14.0	14.5	15.0	17.0	—	—
7. Water areas suitable for sailboating including lakes, ponds, reservoirs, tidal waters, rivers, sloughs, and canals with an unobstructed surface area of ^{22, 23}						
a. Less than 20 acres	17.5	18.0	18.5	20.5	—	—
b. Over 20 to 200 acres	25.5	26.0	26.5	28.5	—	—
c. Over 200 to 2000 acres	31.5	32.0	32.5	34.5	—	—
d. Over 2000 acres	37.5	38.0	38.5	40.5	—	—

235C1

PART 2. SAFETY RULES FOR OVERHEAD LINES

235C1

Table 235C:

Vertical Clearance Between Conductors at Supports

(When using column and row headings, voltages are phase to ground for effectively grounded circuits and those other circuits where all ground faults are cleared by promptly de-energizing the faulted section, both initially and following subsequent breaker operations. See the definitions section for voltages of other systems. See also Rules 235C1, 235C2, and 235E.)

Conductors and cables usually at lower levels	Conductors and cables usually at upper levels			
	Supply cables meeting Rule 230C1, 2 or 3; neutral conductors meeting Rule 230E1, communications cables meeting Rule 234A2 (1a)	Open supply conductors		
		Over 8.7 to 20 kV		
		0 to 8.7 kV (1a)	Same utility (1a)	Different utilities (1a)
1. Communication conductors and cables				
a. Located in the communication space	40 ^{1,c}	40	40	40 plus 0.4 per kV ² over 8.7 kV
b. Located in the supply space	16 ^{2a,11}	16 ^{2,11}	40 ¹¹	40 plus 0.4 per kV ² over 8.7 kV
2. Supply conductors and cables				
a. Open conductors 0 to 750 V; supply cables meeting Rule 230C1, 2, or 3; neutral conductors meeting Rule 230E1	16 ¹²	16 ³	16 plus 0.4 per kV ² over 8.7 kV	40 plus 0.4 per kV ² over 8.7 kV
b. Open conductors over 750 V to 8.7 kV		16 ³	16 plus 0.4 per kV ^{2,3} over 8.7 kV	40 plus 0.4 per kV ² over 8.7 kV
c. Open conductors over 8.7 to 22 kV				
(1) If worked on alive with live-line tools and adjacent circuits are neither de-energized nor covered with shields or protectors			16 plus 0.4 per kV ^{2,3} over 8.7 kV	40 plus 0.4 per kV ² over 8.7 kV
(2) If not worked on alive except when adjacent circuits (either above or below) are de-energized or covered by shields or protectors, or by the use of live-line tools not requiring line workers to go between live wires			16 plus 0.4 per kV ^{2,3} over 8.7 kV	16 plus 0.4 per kV ^{2,3} over 8.7 kV
d. Open conductors exceeding 22 kV, but not exceeding 50 kV			16 plus 0.4 per kV ^{2,3} over 8.7 kV	16 plus 0.4 per kV ^{2,3} over 8.7 kV

¹ Where supply circuits of 600 V or less, with transmitted power of 5000-W or less, are run below communication circuits in accordance with Rule 230C2, the clearance may be reduced to 16 in.

² This shall be increased to 40 in. when the communication conductors are carried above supply conductors unless the communication line conductors are that required for Grade C supply lines.

³ Where conductors are operated by different utilities, a vertical clearance of not less than 40 in. is recommended.

⁴ These values do not apply to conductors of the same circuit or circuits being carried on adjacent conductor supports.

⁵ May be reduced to 16 in. where conductors are not worked on alive except when adjacent circuits (either above or below) are de-energized or covered by shields or protectors, or by the use of live-line tools not requiring line workers to go between live wires.

⁶ May be reduced to 30 in. for supply neutrals meeting Rule

230B1 and cables meeting Rule 230C1 where the supply neutral or messenger is bonded to the communication messenger.

⁷ The greater of phase difference or phase-to-ground voltage; see Rule 235C3.

⁸ Example: For a 50 kV-to-ground conductor above a 22 kV-to-ground conductor, the required clearance is 16 in. (+) 25 in. (=) 41 in. when the conductors are 180° out of phase.

⁹ Example: For a 50 kV-to-ground conductor above a 22 kV-to-ground conductor, the required clearance is 40 in. (+) 25 in. (=) 65 in. when the conductors are 180° out of phase.

¹⁰ No clearance is specified between neutral conductors meeting Rule 230E1 and insulated communication cables located in the supply space and supported by an effectively grounded messenger.

¹¹ No clearance is specified between fiber-optic supply cables meeting Rule 230F1 and supply cables and conductors.

Perella, Dominic F.

From: Perella, Dominic F.
Sent: Friday, April 13, 2007 3:07 PM
To: Moody, Kristi
Cc: Thomas, John D.; Sullivan, Kim
Subject: FCC subpoena -- follow-up

Ms. Moody --

I am writing to you because I have received no response to my telephone messages.

Dave Thomas and I would like to arrange a time to speak with you about the extent of Windstream's production in response to the FCC subpoena. As you know, Windstream produced 23 pages of documents in response to a subpoena calling for a broad range of documents -- including, among other things, essentially all correspondence and agreements with Entergy -- over a period of years. We find it somewhat difficult to understand how so few documents could fall within these parameters.

Please contact myself (contact information below) or Mr. Thomas (202-637-5675) to arrange a time when the three of us can speak. We look forward to hearing from you.

Sincerely,

Dominic Perella

DOMINIC PERELLA, ATTORNEY AT LAW
HOGAN & HARTSON LLP
Columbia Square, 555 Thirteenth Street, NW, Washington, DC 20004
direct +1-202-637-6452 | tel +1.202.637.5600 | fax +1.202.637.5910
dfperella@hhlaw.com | <http://www.hhlaw.com>

5/18/2007

From: Moody, Kristi [mailto:Kristi.Moody@windstream.com]
Sent: Friday, April 13, 2007 3:36 PM
To: Perella, Dominic F.
Cc: Thomas, John D.; Sullivan, Kim
Subject: RE: FCC subpoena -- follow-up

Dom,

I apologize for my lack of response. I have had pressing matters. I am available on Monday from 9-11 CST and 3-4:30 CST. Please let me know what time works for you.

-----Original Message-----

From: Perella, Dominic F. [mailto:dfperella@hhlaw.com]
Sent: Friday, April 13, 2007 2:07 PM
To: Moody, Kristi
Cc: Thomas, John D.; Sullivan, Kim
Subject: FCC subpoena -- follow-up

Ms. Moody --

I am writing to you because I have received no response to my telephone messages.

Dave Thomas and I would like to arrange a time to speak with you about the extent of Windstream's production in response to the FCC subpoena. As you know, Windstream produced 23 pages of documents in response to a subpoena calling for a broad range of documents -- including, among other things, essentially all correspondence and agreements with Entergy -- over a period of years. We find it somewhat difficult to understand how so few documents could fall within these parameters.

Please contact myself (contact information below) or Mr. Thomas (202-637-5675) to arrange a time when the three of us can speak. We look forward to hearing from you.

Sincerely,

Dominic Perella

DOMINIC PERELLA, ATTORNEY AT LAW
HOGAN & HARTSON LLP
Columbia Square, 555 Thirteenth Street, NW, Washington, DC 20004
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This electronic message transmission contains information from this 1

If you have received this electronic transmission in error, please no

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered to the person identified above. If you are not the intended recipient, or the per

5/18/2007



**Legal Department
Fax**

4001 Rodney Parham Road
Little Rock, AR 72103

To: Mr. Dominic Perella
Fax number: 202-637-5910

From: Kristi Moody
Fax number: 501-748-5172

Date: 4/26/07

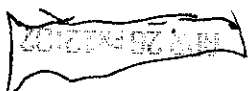
**Regarding: Subpoena to Windstream in Arkansas Cable
Telecommunications Association.**

Contact name and number for follow-up:
Kristi Moody 501-748-5890

No. of Pages (Including Cover) _11_

Comments:

The information contained in this message, including attachments, may contain privileged or confidential information that is intended to be delivered only to the person identified above. If you are not the intended recipient, or the person responsible for delivering this message to the intended recipient, Windstream requests that you immediately notify the sender and asks that you do not read the message or its attachments, and that you delete them without copying or sending to anyone else.





Kristi Moody, Senior Counsel
Windstream Communications, Inc.
4001 Rodney Parham Road
Mailstop B1F03-71A
Little Rock, Arkansas 72212
501.748.5890 (direct dial)
501.748.5172 (fax)
Email: kristi.moody@windstream.com

April 25, 2007

VIA FACSIMILE ONLY
202.637.5910

Mr. Dominic Perella
Hogan & Hartson LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20004

Re: Subpoena to Windstream in Arkansas Cable Telecommunications
Association, et. al. v. Entergy Arkansas, Inc., Federal Communications
Commission, EB-05-MD-004, EB Docket No. 06-53

Dear Dom:

Pursuant to your request, Windstream once again reviewed its records and located additional documentation responsive to the above-referenced subpoena. I am attaching three (3) letters prepared by USS and the only attachments accompanying those letters provided to me to date. The attached letters reference additional attachments that have not been provided to me. I am unsure if Windstream is in possession of said attachments, but the company is continuing to search its records. If said attachments are located, they will be promptly produced. It is my understanding that the documents in question are subject to a protective order entered in the above-referenced matter, and the documents will only be disclosed to parties to the above-referenced action. If my understanding is incorrect, please let me know immediately, and please do not disclose the documents to a non-party without my express written permission.

Also, as we have discussed, Windstream is in possession of correspondence with Entergy that references a dispute concerning attachments, but Windstream is not producing the correspondence as it is non-responsive to the subpoena, and further, it is protected from disclosure by the attorney/client privilege and/or the attorney work product doctrine.

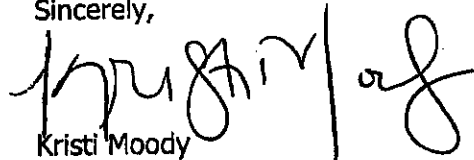
Further, Windstream's Pole/Joint Use Agreement with Entergy was entered into prior to the January 1, 1998, date listed in the subpoena, so that Agreement is not being produced as it is non-responsive to the subpoena.

Finally, Windstream has 2007 e-mail correspondence between it and Entergy that references a pole attachment inventory to be conducted by Entergy prior to August 31, 2007. However, the correspondence is not responsive to the subpoena, as it does not reference USS, is not related to the Complainants in the above-referenced matter, and does not expressly relate to alleged safety violations, Entergy's service interruptions/outages, or the field condition of Entergy's poles.

As stated, Windstream is continuing its records review and I hope to complete the review by May 7, 2007.

Please let me know if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kristi Moody', with a stylized flourish at the end.

Kristi Moody
Senior Counsel

Attachments

cc: John D. Thomas
Kim Sullivan (via e-mail and with attachments)

Apr 26 07 11:17a

P. 4

bcc: Eric Einhorn (via e-mail and with attachments)
Kimberly K. Bennett (via e-mail and with attachments)



505 W. Hickory Street
P.O. Box 782
Jacksonville, AR. 72078
501.985.5770
501.985.5661 fax

APRIL 7, 2003

ALLTEL Arkansas, Inc.
Mr. Lew Reid
OSP Manager Engineering
1 Allied Drive
Mail Stop 1269B2F3A
Little Rock, AR 72202

Dear Lew:

As you know Utility Support Systems (USS) has been contracted by Entergy to perform a safety inspection of their poles in the Greenbrier, AR area. For your information, we have divided the project into three phases that correspond to Entergy circuits N210, N220 and N230. Although the primary purpose was to determine violations from CATV attachments, we have also found numerous National Electrical Safety Code (NESC) violations attributable to ALLTEL. This letter and attachments cover the Greenbrier phase for circuit N210 only.

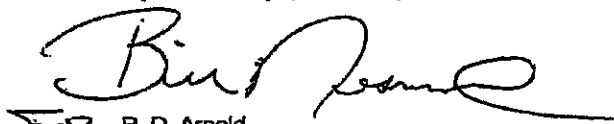
USS inspected poles with ALLTEL attachments in circuit N210. We found NESC violations attributable to ALLTEL on approximately 213 of these poles. The majority of violations are ALLTEL service drops attached too closely to Entergy power. Other major categories of violations included insufficient vertical clearance over state highways, roads and drives and lack of bonding of ALLTEL cables to the Entergy vertical ground wire. For your information, we have attached a summary of inspection guidelines used by USS. These guidelines include the associated NESC rule and page number.

Also attached are inspection work sheets for each pole with an ALLTEL violation or other recommended work. In addition, we have attached copies of the Entergy circuit maps with corresponding pole number to help you locate the pole requiring work. The vast majority of this work can be done independently by ALLTEL without coordination with Alliance Communications, the CATV Company, or Entergy. Please correct the ALLTEL deficiencies related on these work sheets and return the work sheets to Entergy c/o Brad Welch, 112 E. Oak St., Conway, AR noting that corrections have been made.

In addition to the above, there is other make ready work that needs to be performed by Entergy (poles that will need to be changed to taller poles, power conductors that need to be raised) at Alltel expense, if Alltel wants to remain attached to the Entergy pole. The attached N210- Proposed Make Ready Work for Alltel is a summary of work with corresponding inspection sheet for your consideration. It also included an estimated cost of the work to be performed. Please let us know in 30 days if Alltel plans to vacate these poles or which, if any, poles Alltel would like for Entergy to perform the make ready work. Once the payment for the estimated cost is received from Alltel for the corresponding make ready work, Entergy will begin engineering and construction. Alltel will be charged the actual costs for the make ready engineering and construction. If the estimated cost were too high, Alltel will receive a refund.

• Page 2

Again, this letter and attachments cover only circuit N220 you should have already received correspondence on circuits N220 and N230. This is our final report and all poles with Alltel attachments in Greenbrier, AR have been inspected for safety violations. USS and Entergy will be happy to meet with you to discuss this project and reasonable time frames for completion. If you have any questions, please call me on 817-614-8565.



R. D. Arnold
Project Manager
Utility Support Systems

Attachments

CC: Tony Wagoner
Brad Welch
Roy Jones
Bill Nesmith

N210 - Proposed Make Ready Work for Alltel (see attached inspection sheets)

<u>Pole #</u>	<u>Map</u>	<u>Type Make Ready Work</u>	<u>Est. Cost</u>
6382	4	Raise neutral to help with midspan clearance over road	\$300
6386	4	Resag triplex to help with midspan clearance	\$300
6387	4	Raise trans driploop to help with midspan clearance	\$200
5801.01	5	C/O pole to 40' pole for midspan clearance over HWY25	\$1,700
5931	5	C/O pole to 40' pole for midspan clearance over road	\$2,200
5941	5	C/O pole to 40' pole for midspan clearance over road	\$2,700
5942.01	5	C/O pole to 40' pole for midspan clearance over road	\$1,700
5946	5	Extend both conduits and raise steel light for midspan	\$350
5948	5	C/O pole to 40' pole for midspan clearance over road	\$2,700
6001	5	C/O pole to 45' pole for midspan clearance over HWY25	\$3,500
5054	6	C/O pole to 40' pole for midspan clearance over road	\$2,700
5057	6	C/O pole to 40' pole for midspan clearance over road	\$2,000
5058	6	C/O pole to 40' pole for midspan clearance over road	\$2,700
5063	6	C/O pole to 40' pole for midspan clearance over road	\$2,700
5074	6	C/O pole to 40' pole for midspan clearance over road	\$3,200
5419	6	C/O pole to 40' pole for midspan clearance over road	\$2,200
5422	6	Extend top of conduit for midspan clearance over road	\$200
5714	6	Extend top of conduit for midspan clearance over road	\$200
6190	8	C/O pole to 40' pole for midspan clearance over road	\$2,700
5021	9	Extend top of conduit for midspan clearance over road	\$200
5141	9	C/O pole to 40' pole for midspan clearance over HWY225	\$2,700
5145.01	9	C/O pole to 40' pole for midspan clearance over HWY225	\$1,700



505 W. Hickory Street
P.O. Box 782
Jacksonville, AR 72078
501.985.5770
501.985.5861 fax

March 13, 2003

ALLTEL Arkansas, Inc.
Mr. Lew Reid
OSP Manager Engineering
1 Allied Drive
Mail Stop 1289B2F3A
Little Rock, AR 72202

Dear Lew:

This letter is to inform you on the progress of the safety inspection in Greenbrier, AR and covers circuit N230 only. One major function of the USS safety audit was to resolve violations created by CATV attachments. However, during the course of this inspection USS has located and documented numerous National Electrical Safety Code (NESC) violations related to ALLTEL attachments.

ALLTEL has 1053 attachments on 809 poles. Of these 809 poles USS inspectors located approximately 438 poles with National Electrical Safety Code violations. The majority of these violations are the result of disregarding the 40" worker safety zone rule required by the NESC table 235-5. Further violations consist of inadequate vertical clearances crossing state highways, roads, and driveways and a failure to bond to Entergy's vertical ground wire on poles which bonding is required according to the Alltel/Entergy Joint Use Agreement.

Accompanying this letter are inspection sheets, which give a detailed explanation of all violations and other recommended work to be completed. In addition, Entergy circuit maps with corresponding pole numbers have been included to assist in locating all documented violations. Although the vast majority of this work can be completed independently by ALLTEL, there are circumstances that will require Alltel to coordinate with Alliance and/or Entergy. Please correct the ALLTEL deficiencies related on the provided work sheets within a time frame that is consistent with the Alltel/Entergy Joint Use Agreement. Following the completion of said violations please return the work sheets to me noting all the corrections that are completed.

Again, this letter and attachments cover only circuit N230. If you have any questions, please call me on 817-814-8565.

R. D. Arnold
Project Manager
Utility Support Systems

Attachments

CC: Tony Wagoner
Brad Welch
Roy Jones
Justin Daniels



505 W. Hickory Street
P.O. Box 782
Jacksonville, AR. 72078
501.985.5770
501.985.5661 fax

February 5, 2003

ALLTEL Arkansas, Inc.
Mr. Lew Reid
OSP Manager Engineering
#1 Allied Drive
Mail Stop 1269B2F3A
Little Rock, AR 72202

Dear Lew:

As you know Utility Support Systems (USS) has been contracted by Entergy to perform a safety inspection of their poles in the Greenbrier, AR area. For your information, we have divided the project into three phases that correspond to Entergy circuits N210, N220 and N230. Although the primary purpose was to determine violations from CATV attachments, we have also found numerous National Electrical Safety Code (NESC) violations attributable to ALLTEL. This letter and attachments cover the Greenbrier phase for circuit N220 only.

USS inspected approximately 560 poles with ALLTEL attachments in circuit N220. We found NESC violations attributable to ALLTEL on approximately 130 of these poles. The majority of violations are ALLTEL service drops attached too closely to Entergy power. Other major categories of violations included insufficient vertical clearance over state highways, roads and drives and lack of bonding of ALLTEL cables to the Entergy vertical ground wire. For your information, we have attached a summary of inspection guidelines used by USS. These guidelines include the associated NESC rule and page number.

Also attached are inspection work sheets for each pole with an ALLTEL violation or other recommended work. In addition, we have attached copies of the Entergy circuit maps with corresponding pole number to help you locate the pole requiring work. The vast majority of this work can be done independently by ALLTEL without coordination with Alliance Communications, the CATV Company, or Entergy. Please correct the ALLTEL deficiencies related on these work sheets and return the work sheets to me noting that corrections have been made.

Again, this letter and attachments cover only circuit N220. We have completed all of the fieldwork for circuits N210 (approximately 1600 poles) and N230 (approximately 2000 poles) and plan to forward those results to you over the next several weeks. USS and Entergy will be happy to meet with you to discuss this project and reasonable time frames for completion. If you have any questions, please call me on 817-614-8565.

R. D. Arnold

R. D. Arnold
Project Manager
Utility Support Systems

Attachments

CC: Tony Wagoner - letter and guidelines only
Brad Welch -
✓ Roy Jones -

Entergy Arkansas
Walkout Guidelines at the pole.

From a NESC and safety perspective there are only two kinds of attachments, supply (power) and communication (CATV, phone, fiber, etc.). The following is guidance on the separation of supply and communications at the pole, mid-span, over the ground and from each other. All references are from the C2-2002 version of the National Electrical Safety Code.

WHEN IN DOUBT 40" @ the pole, 30" in the mid-span.

Short List for Required Clearances at the Pole - Supply from Communications

1. 40" below secondary or neutral. (table 235-5 pg. 131)
2. 40" below top of riser conduit, riser guard, weather head, weather head drip loop, CATV power supply, weather head drip loop, secondary or transformer drip loop. (table 235-5 pg. 131)
3. 30" below bottom of transformer or capacitor or regulator bank. (footnote #5, pg. 132)
4. 12" below street light bracket or street light drip loop. (238D, pg. 147)
5. 12" separation between communication cables. (235H1, pg. 141, EAI contract)

Short List for Required Clearance in Mid-span - Supply from Communications.

Basic rule of 75% of what is required at pole.

1. 30" mid-span clearance between all power conductors and communications. (235C2b(1)(a), pg. 127)
2. 9" separation between communication cables. (235C2b(1)(a), pg. 127)

Short List for Required Clearance in Mid-span - Communications from Ground.

1. 16'6" crossing or overhanging road, street, alley, commercial drive or parking lot. Any area subject to truck traffic. (table 232.1, pg. 77 and 78- see Rule 232 A.)
2. 16'0" crossing or runs along alleys, driveways, or parking lots not subject to truck traffic. (table 232.1, pg. 77, footnote 13 - see Rule 232 A.)
3. 10'6" along road, fence, yard, embankment or area posted with restricted traffic. (table 232.1, pg. 78 see Rule 232 A.)
4. 18' crossing any highway or Interstate maintained by the Department of Transportation. (Arkansas Department of Transportation ruling)
5. 24' 6" crossing railroad tracks. (table 232.1, pg. 77 - see Rule 232 A.)

Other Construction Notes

1. Only SWBT/ALLTEL and Entergy on Entergy anchor. No CATV. (EAI contract requirement)
2. Must have one anchor for each attachment. (EAI contract requirement)
3. Anchors to be installed within 12-24" of Entergy anchor when applicable. (EAI contract requirement)
4. No extension arm brackets allowed. All clearances are measured vertically, not at an angle. (EAI contract requirement)
5. Do not install cables or strand above streetlight. (only exception being if the drip loop is in conduit and does not violate any above requirements)
6. Two through bolts in same pole are considered two attachments. (EAI contract requirement)

Entergy Arkansas
Walkout Guidelines at the pole.

7. J-hooks are considered an attachment. (EAI contract requirement)
8. Bond attachments to everywhere a vertical ground exist. (EAI contract requirement)
All down guy attachments at the pole must utilize "ram head" attachments or an angled eye-bolt. "Pigs ears" are no longer allowed due to excessive stress on the preform. (EAI contract requirement)
9. All down guys in areas subject to pedestrian traffic must have guy markers installed. (264E, pg. 186)
10. All power supplies must be 12' from grade level or 16' over a drive or roadway.
(EAI contract requirement)
11. All communications that are within 5' of an EAI or phone pole must attach to that pole.
(234B(1)(a), pg. 96)

The only place there can be any variance to the above requirements is at the customer's house, where maintaining 40" may not be possible. Communications can be at 12" below a customer power drop at the house. Also the minimum clearance over a driveway in this situation is 11.5' for communications and 12.5' for a supply conductor under 300volts. (table 232-1, pg. 78, classification column 1 line item 3 which references sub note 7 on page 79.)

HOGAN & HARTSON

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April 27, 2007

Dominic F. Perella
Associate
202.637.6452
dfperella@hhlaw.com

Kristi Moody, Senior Counsel
Windstream Communications, Inc.
4001 Rodney Parham Rd.
Mailstop B2F03-71A
Little Rock, AR 72212

Re: Subpoena to Windstream in *Arkansas Cable and Telecommunications Association, et al. v. Entergy Arkansas, Inc.*, FCC File No. EB-05-MD-004, EB Docket No. 06-53

Dear Kristi:

Thank you for your letter of April 25, and for the attached documents. We appreciate the efforts that you and other Windstream employees have made to comply with the subpoena, and we are pleased to hear that your review is continuing.

I do have several questions and thoughts regarding statements made in your letter. First, you note that Windstream is in possession of correspondence between Windstream and Entergy that references a dispute concerning attachments (the "Dispute Correspondence"), but that this correspondence is non-responsive to the subpoena and that it is privileged in any event. As to the first part of that statement, I would note that the subpoena compels production of documents that "relate to" the above-captioned proceeding. *See* Schedule A at 7, ¶ 8. I would urge you to re-examine this provision with an eye toward whether the Dispute Correspondence falls within its terms. The above-captioned proceeding, after all, concerns not just alleged pole violations, but also (1) terms and conditions of attachment, and (2) whether those terms and conditions are fair, and fairly applied, as between Entergy and its various attachers, both within and without the cable industry. I imagine that by the very nature of the issue, any correspondence concerning an attachment dispute likely would "relate to" these issues, and as a result would be within the subpoena's scope.

As to the privilege issue, I would ask that you reconsider whether, and provide more detail about why, any privilege applies to the Dispute Correspondence. *See id.* at 3, ¶ 10. In the normal course, correspondence between two unaffiliated companies regarding an attachment dispute would not be privileged, because it is not between an attorney and a client in confidence. It also would not constitute attorney work product, both because it was not

Kristi Moody, Esq.
April 27, 2007
Page 2

developed in preparation for litigation and because, by virtue of the fact that it is correspondence, it was by definition not kept confidential in the first place.

If after review of these two issues you conclude that the Dispute Correspondence is in fact non-privileged and within the scope of the subpoena, we ask that it be produced promptly. If you conclude that it is privileged, we ask that you produce the information called for in Schedule A, at 3 ¶ 10. Finally, if you conclude that it is non-responsive but not privileged, we respectfully request that you produce it nonetheless on a voluntary basis. If you are unable to do so, we may have to consider returning to the Administrative Law Judge and seeking a second, broader subpoena that encompasses the documents in question.

As to the "2007 e-mail correspondence" and the Pole/Joint Use Agreement also referenced in your letter, we would make the same requests -- that you re-examine whether they are responsive to the subpoena and that, if they are not, you consider producing them on a voluntary basis. As to the Pole/Joint Use Agreement specifically, I would note that the subpoena calls not just for documents dated 1998 or later, but for documents *related to* the time periods from 1998 on. See Schedule A at 3, ¶ 9. Since the Pole/Joint Use Agreement presumably has been in effect throughout some or all of the period 1998-2007, it is "related to" the time periods covered by the subpoena.

Thank you again for your time and effort on this, and please feel free to contact me with any questions you might have. Obviously, compliance with subpoenas can be burdensome. We hope to work with you to complete production relating to this subpoena as quickly and cooperatively as possible.

Best regards,



Dominic F. Perella

cc: J.D. Thomas
Kim Sullivan (via e-mail)

HOGAN & HARTSON

Hogan & Hartson LLP
Columbia Square
555 Thirteenth Street, NW
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May 21, 2007

Paul A. Werner
Associate
202.637.5648
pawerner@hhlaw.com

Kristi Moody, Senior Counsel
Windstream Communications, Inc.
4001 Rodney Parham Rd.
Mailstop B2F03-71A
Little Rock, AR 72212

Re: Subpoena in *Arkansas Cable and Telecommunications Association, et al. v. Entergy Arkansas, Inc.*, FCC File No. EB-05-MD-004, EB Docket No. 06-53

Dear Ms. Moody:

I write to make a final request for Windstream to comply with the subpoena *duces tecum* issued to it nearly three months ago. If we do not receive a response from Windstream by Wednesday, May 23rd, or if Windstream indicates by that date that it will not produce additional responsive documents, we will be forced to enlist the help of the issuing judge to secure your cooperation through contempt proceedings.

As you are well aware, Windstream was served in early March with a subpoena *duces tecum* issued by the Federal Communications Commission, which required the production of documents relating to Windstream's interactions with Entergy Arkansas, Inc. Despite the fact that the subpoena mandated production of a broad range of documents covering approximately nine years, Windstream initially produced a total of 23 pages of documents. When we repeatedly requested an explanation for this meager production, Windstream responded by producing an additional *seven* pages of documents. This adds up to a grand total of 30 pages, or approximately *three pages per year*, in response to a subpoena that compels production of *all* documents relating to, *inter alia*, (1) services performed by Windstream on Entergy's behalf, (2) costs of pole inspections, (3) violations of pole standards, (4) pole conditions generally, and (5) disputes and other issues regarding pole attachment terms and conditions.

We have communicated to you on several occasions that this volume of production is manifestly unreasonable given the subpoena's broad scope. It also pales in comparison to the volume of documents that we have received from other similarly-situated third-parties served with a virtually identical subpoena. These entities – which include at least one telecommunications company – have produced hundreds to tens of thousands of documents in response to the same requests made to Windstream.

Kristi Moody, Esq.
May 21, 2007
Page 2

On April 25th, we received a letter from you indicating that you were in possession of additional documents, but that you considered some to be non-responsive and others privileged. On April 27th, we responded by clarifying the subpoena's seemingly self-evident scope and requested both an additional production and a privilege log (as required under the subpoena). We have received neither; in fact, Windstream provided no response to our letter and we have not received any communication from you whatsoever since the day the letter was sent, which was nearly a month ago.

We have made every effort to work cooperatively with Windstream to ensure its voluntarily compliance with the subpoena. But our good faith has been met by Windstream's resistance to comply with a validly-issued subpoena and a woefully inadequate and facially-unreasonable production of documents. If Windstream does not immediately comply voluntarily with its obligations under the subpoena, we will have no choice but to seek the assistance of the Administrative Law Judge to compel its compliance. In that process, we will seek to recover all costs incurred as a result of Windstream's continued recalcitrance.

Sincerely,



Paul A. Werner

cc: J.D. Thomas
Dominic F. Perella ✓
Kim Sullivan (via e-mail)



Kristi Moody, Senior Counsel
Windstream Communications, Inc.
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Mailstop B1F03-71A
Little Rock, Arkansas 72212
501.748.5890 (direct dial)
501.748.5172 (fax)
Email: kristi.moody@windstream.com

May 21, 2007

Via E-Mail Only
(dfperella@hhlaw.com)
(pawerner@hhlaw.com)

Dominic F. Perella
Paul A. Werner
Hogan & Hartson LLP
Columbia Square
555 Thirteenth Street NW
Washington, DC 20004

RE: Subpoena to Windstream in *Arkansas Cable and Telecommunications Association, et al. v. Entergy Arkansas, Inc.*, FCC File NO. EB-05-MD-004, EB Docket No. 06-53

Dear Dom and Paul:

I am writing in response to Dom's April 27, 2007, letter wherein he asked that Windstream reconsider its position regarding certain non-responsive and/or privileged documents in Windstream's possession regarding Entergy Arkansas, Inc.

Regarding the Dispute Correspondence, as that phrase is defined by Dom, Windstream's position is unchanged regarding production of said Correspondence. Windstream continues to regard this Correspondence as non-responsive. Even if the Dispute Correspondence was deemed responsive by Windstream, it is protected from disclosure by the attorney/client privilege as most of the communications in Windstream's possession are between Windstream's in-house attorneys and other Windstream employees. As I understand, the remaining communications are correspondence between Windstream and Entergy related to payments for attachments and cover letters accompanying the payments. We do not regard such correspondence as responsive to the subpoena.

Similarly, Windstream's position on the "2007 e-mail correspondence" and the "Pole/Joint Use Agreement" remains the same, and Windstream will not produce said documents. As I have explained in various telephone conferences, based on Windstream's current relationship with Entergy Arkansas, Inc., I am uncomfortable

voluntarily producing information, as Dom suggests in his letter.

I have not previously responded to Dom's letter, as I interpreted the letter to *require no response unless Windstream changed its position and agreed to voluntarily produce the documents requested.*

Further, I would like to address Paul Werner's letter to me, dated May 21, 2007, and emailed to Kim Sullivan, Windstream's Subpoena Compliance Manager. In that letter, Paul threatened contempt proceedings against Windstream for failing to comply with the above-referenced subpoena.

I realize that I have not communicated with you regarding receipt of documents from my field representatives. I did so recently and have been trying to review the documents for responsiveness and to determine if they are attachments to the letters from USS to Alltel (now Windstream) previously produced to you. There are literally hundreds of pages of documents and, while they may or may not be responsive, I am frankly surprised that these documents are not available to you from Entergy or USS. As I have explained in previous communications, I am the only attorney reviewing these documents and am attempting to do so as quickly as possible. In light of this situation, I would like to discuss this matter with one of you on Tuesday, May 22, 2007.

Thank you for your attention in this matter.

Sincerely,

/s/ Kristi Moody

Kristi Moody
Senior Counsel

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of

ARKANSAS CABLE TELECOMMUNICATIONS
ASSOCIATION; COMCAST OF ARKANSAS, INC.;
BUFORD COMMUNICATIONS I, L.P. d/b/a
ALLIANCE COMMUNICATIONS NETWORK;
WEHCO VIDEO, INC.; COXCOM, INC.; and
CEBRIDGE ACQUISITION, L.P.,
d/b/a SUDDENLINK COMMUNICATIONS,

Complainants,

v.

ENTERGY ARKANSAS, INC.,

Respondent.

EB Docket No. 06-53

EB-05MD-004

**Motion of Windstream Communications, Inc., to Limit Scope of Subpoena or, in the
Alternative, for an Extension of Time to Respond**

Windstream Communications, Inc. ("Windstream"), pursuant to 47 C.F.R. § 1.334, requests that a certain subpoena issued to it at the request of the Complainants in the above-referenced action be limited in scope, or alternatively, for additional time to respond to the subpoena, and for grounds, states:

1. On March 1, 2007, Windstream received a subpoena from the Complainants seeking documents related to Entergy Arkansas, Inc. ("Entergy"), from July 1, 1998, to the present. See Exhibit A, Subpoena.¹ The subpoena commanded that for a 9 year period, Windstream produce all agreements between Windstream and Entergy, all communications and

¹ The attached subpoena is actually directed to CenturyTel. Complainants re-issued this exact subpoena to Windstream, but that subpoena is not in the possession of counsel at this time.

correspondence regarding an audit performed by Utility Support Systems, Inc. ("USS"), a contractor for Entergy, regarding pole attachments, all communications with Entergy regardless of the subject, all communications with Entergy regarding alleged safety concerns/violations or alleged service interruptions/outages, and all notes of the field condition of Entergy's poles.

2. Upon receipt of the subpoena, Windstream contacted Complainants' attorneys and informed them that it was uncomfortable with compliance with the subpoena due to an on-going dispute with Entergy Arkansas, Inc., involving rates for pole attachments, and informed the attorneys that any communications with Entergy regarding the dispute were privileged and would not be produced.

3. Despite the concerns, and in a good faith effort to comply with the subpoena, Windstream produced approximately 10 pages of records, on April 25, 2007, consisting of letters from USS regarding an audit of pole attachments on Entergy's poles ("April Document Production").

4. Windstream produced these records even though the documents should have been readily available to the Complainants from Entergy, at party, or at the very least, USS, Entergy's contractor. At the time of production, Windstream admittedly agreed to produce attachments referenced in the USS letters if located. At the time of the representation, Windstream believed the attachments were similar in nature to the ones produced as part of the April Document Production.

5. After this production, a box of documents, containing well in excess of 1,000 pages, was located by Windstream employees. It appears that the documents located may be the attachments referenced in the USS letters. The documents include large maps and numerous "inspection worksheets" prepared by USS, at the request of Entergy, and forwarded to

Windstream. Each of the worksheets contains the statement "Proprietary – not for disclosure without the express written consent of Utility Support Systems, Inc." Initially, Windstream maintains that it may not produce the requested documents without USS' express written consent.

6. More importantly, however, due to Windstream's non-party status, the Complainants should be forced to obtain the documents they seek from Entergy or USS, who are clearly the proper source. Generally, in discovery matters, if there is a more convenient or less burdensome source for discovery, that source should be used. *F.R.C.P. 26(b)(2)(i)*; *See also Schaaf v. Smithkline Beecham Corp., 233 F.R.D. 451 (2005)* (noting that a court will give extra consideration to a non-party's objections in weighing burdensomeness versus relevance).

7. Entergy and USS are unquestionably the more convenient and less burdensome sources. Windstream anticipates that Complainants will argue that they are entitled to the documents because neither Entergy nor USS has produced similar documents to date. However, Complainants have not specified whether Entergy and USS have refused to produce similar documents or whether Entergy and USS claim that the documents do not exist. Before Windstream is forced to comply with a far-reaching subpoena, the Complainants should set forth fully and in writing what documents Entergy has produced and Entergy's and USS' response to the Complainants' request for documents similar to those at issue. Further, the Complainants should be forced to demonstrate to Windstream that it has exhausted its remedies against Entergy by seeking appropriate orders compelling Entergy to produce documents.

8. Furthermore, by analogy, if Windstream were a party in an action with Entergy, it would have a legitimate objection to producing the documents in question on the basis that there are already in the possession of another party. Windstream should be given at least equal

protection as a party, and, in fact, more protection, as a non-party with no interest in this litigation. Thus, Windstream requests that the presiding judge limit the Complainants' subpoena to documents already produced on the basis that the Complainants have failed to adequately demonstrate the unavailability of the documents from more relevant sources.

9. Additionally, complying with the subpoena creates an undue hardship for Windstream due to the voluminous nature of these documents. Producing in excess of 1000 pages is overly burdensome when Windstream has, in fact, complied with the subpoena by producing the documents that comprise the April Document Production. The documents already produced by Windstream demonstrate the USS conducted a pole attachment audit, provided Windstream with notice of alleged violations, and requested correction of alleged violations. Requiring the production by a non-party of voluminous supporting documentation is unreasonable.

10. Moreover, some of the documents contain personal notes made by Windstream employees while reviewing the documents that constitute privileged work product. These notes are the mental impressions of Windstream employees regarding the allegations in the documents. It is simply unfair to require Windstream to produce the mental impressions when those impressions will be used by counsel in making strategic decisions regarding the pole attachment at issue. Equally important, there is no benefit to the Complainants in receiving and reviewing the mental impressions of Windstream employees made after receipt of the documents and not in consultation with Entergy or USS. Thus, Windstream should not be forced to review each page of the documents in question to pinpoint these notes for redaction. Instead, Windstream should be excused completely from producing said documents.

11. Finally, it remains unclear how the documents outlining Windstream alleged attachment violations are relevant to the Complainants' claims against Entergy. Windstream points out that the worksheets purport to outline alleged violations, but are not actual proof of a violation or proof of any action on Entergy's part. Thus, the documents are actually not indicative of anything, except that USS performed an audit and asserted an alleged violation -- information already known by the Complainants and disclosed by Windstream in the April Document Production.

12. For the reasons stated herein, Windstream requests that the presiding judge limit the subpoena to the records already produced.

13. Alternatively, if it is determined that the subpoena should not be limited, Windstream requests an extension of time to comply with the subpoena to 14 days after receipt of sufficient evidence of non-compliance by Entergy and USS to Complainants' records request. This extension is reasonable and necessary due to the voluminous nature of the requested documents that must be reviewed. Further, Windstream requests that if ordered to produce the documents, it be allowed to redact employee notes added after receipt for the reasons stated above.

WHEREFORE, Windstream Communications, Inc., requests that its Motion be granted and for all other just and proper relief to which it may be entitled.

By: 

Kristi Moody
Senior Counsel
Windstream Communications, Inc.
4001 Rodney Parham
Little Rock, Arkansas 72212
501.748.5890
501.748.5172 (fax)
Kristi.Moody@windstream.com
Arkansas Bar No. 95164

CERTIFICATE OF SERVICE

On this 25th day of May, 2007, I certify that a true and correct copy of the foregoing Motion was forwarded via facsimile and regular mail to:

Dominic Perella
Paul Werner
Hogan & Hartson LLP
Columbia Square
555 Thirteenth Street, NW
Washington, DC 20005
Fax No. 202.637.5910


Kristi Moody

SUBPOENA

DUPLICATE - To be served upon the person named herein, retained by him, and presented in support of any claim for witness fees or mileage allowances for testimony on behalf of the FCC.

UNITED STATES OF AMERICA

FEDERAL COMMUNICATIONS COMMISSION

IN THE MATTER OF

Arkansas Cable Telecomms Ass'n, et al.,
Complainants v.
Entergy Arkansas, Inc.
Respondent.

EB Docket No. 06-53
EB-05-MD-004

THE PRESIDENT OF THE UNITED STATES OF AMERICA

To Windstream Corporation, c/o The Recordkeeper
4001 Rodney Parham Road, Little Rock, AR 72212

GREETINGS:

YOU ARE HEREBY ORDERED under penalty of law to appear before the Federal Communications Commission or

Hogan & Hartson, LLP at 555 19th Street, N.W.
(Name and official title of person authorized to take depositions)

after the subpoena
in the city of Washington, DC 20004 on the 30th day ~~XX~~ is signed, ~~XX~~ 2007,
at 9:00 o'clock A. M., of that day, to testify in the above-captioned matter and to bring with you and to
produce then and there the following books, papers, and documents:

See attached Schedule A.

BY ORDER OF THE FEDERAL COMMUNICATIONS COMMISSION, this 23rd day of

February, 2007

Arthur A. Hainley
U.S. Admin Law Judge
(Official Title)

NOTICE: - Witness fees and mileage for attendance under this subpoena for service hereof are to be paid by the party at whose instance the witness is subpoenaed, and every copy of this summons for the witness must contain a copy of this notice.

Service of subpoenas may be made by any citizen of the United States over the age of 18 years who is competent to be a witness, and is not a party to or in any way interested in the proceeding.

EXHIBIT A

FCC Form 786
October 1985

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

In the Matter of

ARKANSAS CABLE
TELECOMMUNICATIONS
ASSOCIATION; COMCAST OF
ARKANSAS, INC.; BUFORD
COMMUNICATIONS I, L.P. d/b/a
ALLIANCE COMMUNICATIONS
NETWORK; WEHCO VIDEO, INC.; COXCOM,
INC.; and CEBRIDGE ACQUISITION, L.P.,
d/b/a SUDDENLINK COMMUNICATIONS,

Complainants,

v.

ENTERGY ARKANSAS, INC.,

Respondent.

EB Docket No. 06-53

EB-05-MD-004

SCHEDULE A

Pursuant to the Subpoena Duces Tecum, a copy of which is attached hereto, you are commanded to produce, no later than thirty days from the date after which the Administrative Law Judge has signed the subpoena, in accordance with Definitions and Instructions set forth below, the following documents, books, and papers related to the above-captioned matter within the time set forth in the accompanying subpoena:

DEFINITIONS AND INSTRUCTIONS

1. "Complainants" means Arkansas Cable Telecommunications Association, Comcast of Arkansas, Inc., Buford Communications I, L.P. d/b/a Alliance Communications Network; WEHCO Video, Inc.; CoxCom, Inc. and Cebridge Acquisitions, L.P., d/b/a Suddenlink Communications.
2. "Entergy" or "EAI" or "Respondent" mean Entergy Arkansas, Inc., including subsidiaries, affiliates and parent companies.
3. "You" or "yours" mean CenturyTel, Inc., including subsidiaries, affiliates, parents companies, contractors, subcontractors, representatives, agents and employees.
4. "Document" as used herein means a document whose existence is known to CenturyTel, regardless of the document's location, including the original and any copy (regardless of origin) and all drafts of correspondence, records, tables, charts, graphs, pictures, schedules, appointment books and calendars, diaries, reports, memoranda, notes, letters, booklets, circulars, bulletins, notices, instructions, minutes and other communications, including E-mail messages or correspondence and electronically stored materials of any type, video or audio tapes or CD ROMs and computer disks, interoffice and intraoffice communications, questionnaires, data sheets or data processing cards, surveys and other written, recorded, printed, typed and transcribed matter, or other matter of any kind or nature however produced or reproduced, and each copy of any of the foregoing which is not identical because of marginal notations or otherwise. This definition and these instructions also include downloading any documents or data bases from computers into hard copy or paper

printouts. If any such document was, but no longer is, in CenturyTel's possession, custody or control, state what disposition was made of it and when.

5. "Possession, custody or control" includes the joint or several possession, custody and control by each or any other person in the employ of, or acting on behalf of, CenturyTel, whether as attorney, agent, official, sponsor, spokesperson, employee or otherwise.

6. "Relate(s)(d) to" means supports, evidences, describes, mentions, memorializes, constitutes or refers to.

7. "Or" shall be read as inclusively as possible, to include "or," "and," and "both."

8. "ACTA" shall mean Complainant Arkansas Cable Telecommunications Association.

9. Unless otherwise specified in a particular request, these requests call for documents related to the time period from January 1, 1998 to the present.

10. If any document called for in these requests is withheld on the basis of a claim of privilege, please set forth the nature of the information with respect to which the privilege is claimed, together with the type of privilege claimed, a statement of all the circumstances on which CenturyTel will rely to support such a claim of privilege, the date and topic of the document, and a list of those in the possession, custody or control of such document or copies thereof.

11. If any document called for in these requests is withheld pursuant to an objection, state the basis for the objection and produce those documents to which the objection does not apply. Without limiting the generality of the foregoing, if any document called for in these requests is withheld pursuant to an objection as to the period for which information is requested, state the basis for the objection and produce those documents for the period to which the objection does not apply.

12. Each document produced pursuant to these requests shall be separated and labeled so that it is clear as to which particular request the document relates. In the event that a document is relevant to multiple requests, it is only necessary to produce said document once and to identify it as being responsive to each request to which it responds.

13. In producing the documents requested herein, please produce them in their original file folders, if any, or in lieu thereof, attach to the set of documents produced from a given file a photographic or electrostatic duplicate of all written or printed material on the original file folder. In addition, the documents shall be produced in the same sequence as they are contained or found in the original file folder. The integrity and internal sequence of the requested documents within each folder shall not be disturbed. Under no circumstances shall documents from any file folder be commingled with documents from any other file folder.

14. If any document, or any part of a document, called for in any request has been destroyed, discarded, lost or otherwise disposed of, or placed beyond your possession, custody, or control, you are requested to provide a list setting forth

each such document. Such list shall include identification of the author, recipient, date, and description of each document and an explanation of why the document is no longer in your possession, custody, or control. With specific reference to destroyed documents, the list shall include whether the destruction of the listed document was inadvertent or intentional and, if the destruction was intentional, whether the destruction was part of a company policy relating to the destruction of documents.

15. After producing the documents requested herein, if additional documents responsive to these requests become known to CenturyTel but not produced with prior responses, CenturyTel is requested to promptly further supplement its response to these requests.

DOCUMENTS TO BE PRODUCED

1. Produce all documents relating to agreements between you and Entergy, as well as any known predecessor, parent, subsidiary or division of Entergy, for any work, labor, or service performed at the request of or on behalf of Entergy, as well as any known predecessor, parent, subsidiary or division of Entergy, including, but not limited to, contracts, exhibits, schedules, attachments, diagrams, addendums, and modifications of these documents.

2. Produce all documents which constitute or relate to correspondence, memoranda, e-mails, and other communications between you and Entergy, as well as any known predecessor, parent, subsidiary or division of Entergy, as well as any of their agents, contractors, subcontractors, employees, or any other entity relating to the costs

of any audit and inspection performed by USS of your attachments and/or facilities on Entergy's poles.

3. Produce all documents which constitute or relate to correspondence, memoranda, e-mails, and other communications between you and Entergy, as well as any known predecessor, parent, subsidiary or division of Entergy, as well as any of their agents, contractors, subcontractors, employees, or any other entity relating to any alleged violation attributed to your attachments and/or facilities on Entergy's poles.

4. Produce all documents which constitute or relate to correspondence, memoranda, e-mails, and other communications between you and Entergy, as well as any known predecessor, parent, subsidiary or division of Entergy, as well as any of their agents, contractors, subcontractors, employees, or any other entity relating to Complainants.

5. Produce all documents which constitute or relate to correspondence, memoranda, e-mails, and other communications between you and Entergy, as well as any known predecessor, parent, subsidiary or division of Entergy, as well as any of their agents, contractors, subcontractors, employees, or any other entity relating to safety concerns or violations attributed to your or any other communication company's, including without limitation cable attachers', facilities.

6. Produce all documents which constitute or relate to correspondence, memoranda, e-mails, and other communications between you and Entergy, as well as any known predecessor, parent, subsidiary or division of Entergy, as well as any of their agents, contractors, subcontractors, employees, or any other entity relating to Entergy's service interruptions and system outages.

7. Produce all documents which constitute notes, minutes, diary books, or journals, whether taken by you, your personnel, representatives or agents, or other parties, which relate to the field condition of Entergy's poles, including but not limited to pole or circuit history, and systemic maintenance problems.

8. Produce any and all additional documents, not produced in response to the other Requests, which relate to the above-captioned proceeding.



**The FCC Acknowledges Receipt of Comments From ...
Windstream Communications, Inc.
...and Thank You for Your Comments**

Your Confirmation Number is: '2007525117126 '

Date Received: May 25 2007

Docket: 06-53

Number of Files Transmitted: 1

DISCLOSURE

This confirmation verifies that ECFS has received and accepted your filing. However, your filing will be rejected by ECFS if it contains macros, passwords, redlining, read-only formatting, a virus or automated links to source documents that is not included with your filing.

Filers are encouraged to retrieve and view their filing within 24 hours of receipt of this confirmation. For any problems contact the Help Desk at 202-418-0193.

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updated 12/11/03